

1 BILL NO. S-81-04-02

2 SPECIAL ORDINANCE NO. S-103-81

3
4 AN ORDINANCE approving an Agreement to
5 purchase Real Estate from Housing &
6 Urban Development for Neighborhood
7 Care, Inc.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. That the Agreement to Purchase Real Estate
11 dated March 23, 1981, between the City of Fort Wayne, by and
12 through its Mayor and Neighborhood Care, Inc., and Housing &
13 Urban Development, for:

14 Woodland View Addition, Block #3,
15 Lot #7,

16 for the total cost of \$4,410.00, all as more particularly set
17 forth in said Agreement which is on file in the Office of
18 Neighborhood Care, Inc., and is by reference incorporated
19 herein, made a part hereof and is hereby in all things rati-
20 fied, confirmed and approved.

21 SECTION 2. That this Ordinance shall be in full force
22 and effect from and after its passage and approval by the
23 Mayor.

24 Therian G. Schmidt
25 COUNCILMAN

26 APPROVED AS TO FORM AND
27 LEGALITY APRIL 10, 1981.

28 J. E. Hoffman
29 JOHN E. HOFFMAN, CITY ATTORNEY
30
31
32

Read the first time in full and on motion by V. Debnish, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 4-14-81, 1981, the 4 o'clock M., E.S.T.

DATE: 4-14-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Stier, seconded by Talarico, and duly adopted, placed on its passage. PASSED (~~1981~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GIAQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>NUCKOLS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, D.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, V.</u>	<u>A</u>	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
<u>SCHOMBURG</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 4/28/81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (~~GENERAL~~) (ANNEXATION) (~~SPECIAL~~) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-103-81 on the 28th day of April, 1981.

ATTEST: (SEAL)
Charles W. Westerman /ne John Nuckols
CHARLES W. WESTERMAN - CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of April, 1981, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman /ne
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 30th day of April 1981, at the hour of 2 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

S-81-04-02

BILL NO. _____

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN
ORDINANCE approving an Agreement to purchase Real Estate
from Housing & Urban Development for Neighborhood Care, Inc.

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VIVIAN G. SCHMIDT, CHAIRMAN

JAMES S. STIER, VICE CHAIRMAN

MARK E. GIAQUINTA

PAUL M. BURNS

ROY J. SCHOMBURG

4-28-81
DATE _____

CONCURRED IN

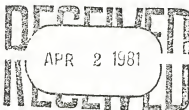
CHARLES W. WESTERMAN, CITY CLERK



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AREA OFFICE
151 NORTH DELAWARE
INDIANAPOLIS, INDIANA 46204
March 30, 1981

REGION V
300 South Wacker Drive
Chicago, Illinois 60606

The City of Ft. Wayne
Neighborhood Care, Inc.
City County Bldg.
1 Main Street
Ft. Wayne, Ind. 46802



IN REPLY REFER TO:

HUD Case No. 151-064838-203

Address 830 Drexel Ave.

City Ft. Wayne, Ind.

Purchaser Neighborhood Care, Inc.

Enclosed is an executed copy of the Standard Retail Sales Contract, HUD Form 9548, for the above captioned property.

In accordance with the terms of the offer and contract there are to be no closing costs charged to HUD; the real estate taxes will be pro-rated to the date of closing and sales commission will be paid in accordance with the Brokers Tender. A copy of the loan commitment by the mortgagee is to be provided this office where applicable.

A "Purchaser Final Walk-Through Inspection," HUD Form 9548-11 must be delivered to the closing agent at or within three working days prior to the final closing. This form will be provided by the HUD Area Manager at the time of the inspection. Upon its execution by the HUD Area Manager, the Selling Broker and the purchaser, the original will be delivered to the closing agent for transmittal to HUD, and a copy will be provided to both the Selling Broker and the Purchaser.

More effective follow-up will be made by the HUD Area Office on the contract stipulations of closing of the ALL CASH AS-IS transactions. No financing contingency exists in an ALL CASH AS-IS transaction with HUD. Financing must be arranged either prior to making the offer or within the forty-five day period allotted for closing. Effective September 1, 1979 contracts will be rescinded and the EARNEST MONEY RETAINED if not closed within the forty-five day period allotted. It is your responsibility to remind the lender of the time constraints to process the financing and close the sale within the prescribed time limits.

Please contact our closing agent at the below listed address promptly to make a firm appointment for closing.

Chicago Title Insurance Company
11 North Pennsylvania Street
Indianapolis, IN 46204
Telephone: 1-800-382-4852/4853

Sincerely,

Richard Crejuela
Richard Crejuela
Chief, Property Disposition

Property Located in: City Fort Wayne State Indiana County Allen	STANDARD RETAIL SALES CONTRACT	HUD Case No. 151-064838-203 Offer by: City of Fort Wayne Neighborhood Care, Inc.
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1. THE EFFECTIVE DATE OF THIS CONTRACT (THE DATE SIGNED BY THE PURCHASER) IS **March 23**, 1981.
PROVIDED THIS CONTRACT IS THEREAFTER SIGNED BY THE SELLER AND DELIVERED TO THE PURCHASER.

A. The SECRETARY OF HOUSING AND URBAN DEVELOPMENT, as SELLER, agrees to sell to the PURCHASER named below, and said Purchaser agrees to buy, the property identified hereinafter, subject to the CONDITIONS OF SALE on the reverse hereof which are incorporated herein and made a part hereof.
PROPERTY IDENTIFICATION. Street address, including ZIP code.

630 Drexel Avenue

Brief Legal Description

Woodland View Addition, Block #3, Lot #7

- together with the appurtenances thereunto belonging.
- B. PRICE, \$ **4,410.00** DEPOSITS \$ **4,410.00** (receipt of which is acknowledged to be refunded if offer rejected). BALANCE AT CLOSING \$ **4,410.00** TO BE PAID BY \$ **4,410.00** IN CASH AND \$ **0.00** BY ☐ Mortgage (or Deed of trust, etc.).
☐ Installment Contract to the Seller-providing for equal monthly installments of principal and interest at the maximum HUD interest rate permissible at the time of closing, together with 1/12 of the annual charges for property insurance, ground rents (if any), and any and all taxes and assessments now or hereafter levied against the property, in order that the Seller may pay such charges when due.
- C. CONTINGENCIES. 1. ☒ This ALL CASH offer is contingent upon closing of a year loan of \$ to be ☐ insured by HUD, ☐ guaranteed by VA, for which the Purchaser is to make application. 2. ☐ In order to further secure the Seller, the NOTE (or Installment Contract) will also be signed by , who is not named as a Grantee in Item F, and who has evidenced his agreement to so sign by executing this Sales Contract as Co-signer.
- D. OCCUPANCY. The Purchaser ☐ now occupies; ☐ will occupy prior to closing, as Tenant (if not single family, specify which unit). Purchaser will close with property ☐ vacant; subject to ☐ his own occupancy only; ☐ occupancy by himself and others; ☒ occupancy by other(s).
- E. PRORATIONS. The Seller will pay in full all improvement assessments which are available for payment without penalty at or prior to closing. Unless specified to the contrary hereinafter, all other assessments, taxes, rent, and ground rents (if any) shall be prorated as of the closing date, and the Purchaser will assume all taxes, assessments, and ground rents (if any) accruing on and after the closing date.
- F. CONVEYANCE. Title is to be taken in the following name and style.

Neighborhood Care, Inc.

"This housing was constructed before 1950.
There is a possibility that it may contain
some lead paint that was in use before that
time."

- G. SIGNATURE. This contract is signed by one or more of those named in Item F (herein referred to as the Purchaser) and by the Co-signer, if stipulated in C2.
- H. SPECIAL CONDITIONS. The Purchaser has examined the property and will accept the property in its present condition (the condition on the EFFECTIVE DATE shown above), except as follows: **ITEM E above hereof is null and void and of no effect, and the purchaser will make no claim thereunder. ITEM 11 on the reverse hereof is null and void and of no effect, and the purchaser will make no claim thereunder.** Purchaser also acknowledges the fact that the property may not meet local code requirements on which certifies of occupancy are based. The seller does not assume any liability for the corrections of outstanding building code violations after the sale is closed. Compliance with building code requirements is the responsibility of the purchaser.

This offer is contingent on approval by the Governing Body of the City of Fort Wayne.

- I. The sale shall be closed at **Fort Wayne, Indiana** as soon as possible and within a reasonable time after indication by the Seller of readiness to close.
IN WITNESS WHEREOF, Purchaser and Seller have signed this contract on the EFFECTIVE DATE shown above.

NEIGHBORHOOD CARE, INC.

by

Purchaser's Signature and Phone No.

NAOMI J. THOMAS, DIRECTOR

Purchaser's Signature

Purchaser's Social Security No.

Co-Signer's Signature

Purchaser's Signature

SECRETARY OF HOUSING AND URBAN DEVELOPMENT.
BY,

Type Name & Title

This contract is the one referred to in Form HUD-951. Offer to Purchase and Broker's Tender, dated

and signed by the undersigned, each of whom certifies for himself that neither he nor anyone authorized to act for him has declined to sell the property described herein to or to make it available for inspection or conveyance by a prospective purchaser because of his race, color, religion, or national origin. The undersigned further certifies that he has executed and filed with HUD, Form HUD-955, Joint HUD-VA Non-discrimination Certification (Sales Broker). NOTE: The Broker must sign this certification

Type

Name of Broker and Phone No.
Broker's Social Security or Employer Identification No.

By

Signature and title

COPY NO. 1 - BROKER TO LOCAL HUD OFFICE - LOCAL HUD OFFICE TO BROKER - BROKER TO PURCHASER. (TO MORTGAGEE)

DIGEST SHEET

2-81-04-02

TITLE OF ORDINANCE: An Ordinance approving a contract with Housing & Urban Development for the purchase of 830 Drexel Ave. for Urban Homesteading.

DEPARTMENT REQUESTING ORDINANCE: Community Development & Planning/Neighborhood Care

SYNOPSIS OF ORDINANCE: That the Contract dated March 23, 1981 between Neighborhood Care, Inc. and Housing & Urban Development Inc. for the purchase of 830 Drexel Ave. for a total cost of \$4,410.00 be honored using CDBG funds available. This is a 3 BR-2 story home which is well worth the cost for our program.

EFFECT OF PASSAGE: Add 830 Drexel Ave, which is vacant and owned by H.U.D., to the Homestead Program. Property then would be back on tax rolls when Homestead agreement completed.

EFFECT OF NON-PASSAGE: With more than 600 persons on waiting list for this program, non-passage would further delay the program. Having vacant property is not helping the neighborhood or the supply of available housing.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS): \$4,410.00

ASSIGNED TO COMMITTEE: _____